

The undersigned _____
 Born in _____ Prov. _____ date _____
 Fiscal Code _____
 as legal representative of the Company _____
 with registered office in _____ street n° _____
 City _____ Country _____
 VAT Number _____
 Tel. _____ Cell. _____
 Web _____ Certified electronic Mail _____ Mail _____

Any amendment must be promptly communicated to ICEA.

hereinafter referred to as **CUSTOMER**

And

the Consortium "Istituto per la Certificazione Etica e Ambientale", with registered office in Bologna, Via Giovanni Brugnoli, n. 15, Fiscal Code and VAT Number 02107241206, in the person of its legal representative pro-tempore Paolo Lumaca, e-mail:

info@icea.bio PEC: icea@iceapec.info

hereinafter referred to as **ICEA**

the Parties agree and enter the following:

Art. 1 General condition

- 1.1. The procedures for the provision of the control and certification service provided by ICEA, as well as the commitments required of the CLIENT, are established by ICEA Regulation for Certification, according to the services requested (see chart below), hereinafter referred to as **Regulation for Certification**, in the updated each time version, which is an integral part of this contract.

Services	Certification Rule Codes	Disciplinary Code
COSMOS Organic/Natural/Certified	RC.COSMOS	COSMOS Standard
COSMOS Approved	RC.COSMOS	COSMOS Standard

- 1.2. By signing this request for services and this contract, the Customer declares that he has received a copy, understands and accept in all its parts this contract, the Regulations for certification and the tariff in force.
- 1.3. The Customer also declares that he has understood the reference standard and declares compliance with the mandatory regulations related to the activity carried out and to the products made within the scope of the required certification.
- 1.4. The terms and conditions of this contract may be modified only in writing and with the agreement of the parties, except for the formerly regulated possible variation of the rate, namely the rate card, as well as of the method of implementation of the inspection activity, as referred to in the applicable ICEA Regulation for Certification.

Art. 2 Contractual obligations of the Client

- 2.1. By signing this service request and this contract, the customer undertakes to:
- 2.1.1. Carry out the activities covered by the ICEA certification, in accordance with the requirements of the COSMOS-Aisbl Standard in effect, and at any rate, in compliance with all current mandatory legislation, when relevant to the activity carried out.
- 2.1.2. Comply with all the requirements of the ICEA Regulation for Certification applicable and in effect.
- 2.1.3. Always meet certification requirements, even following amendments in standards and reference Standards.
- 2.1.4. Comply with all requirements of mandatory standards and applicable to products/processes subject to certification.
- 2.1.5. Provide the documentation required by the aforementioned Regulation for Certification, within the deadlines set.
- 2.1.6. Upon sending the application for certification to ICEA:
- 2.1.6.1. notify any previous application to another approved inspection Body and, where applicable, the implementation of the measures by the same.
- 2.1.6.2. notify the simultaneous subjection of the production unit to the control of another authorized Body, where applicable.

- 2.1.6.3. Do not apply for a change of Control Body if sanctioning measures are in place (also administrative or resulting from simple non-compliances). The application can only be submitted at the conclusion of the measures.
- 2.1.7. Allow access to the personnel appointed by ICEA, at any time and without notice, in all company facilities, to the records, and documents deemed necessary, even if deposited with third parties, and to carry out interviews with company staff to ensure the proper conduct of the Audit. Upon request, the client must allow the presence of an observer from the accreditation Body, the owner of the Standard, or other ICEA staff members.
- 2.1.8. Do not use the certification issued by ICEA in a manner that discredits ICEA, and do not make any statement regarding its deceptive or unauthorized certification.
- 2.1.9. If providing copies of the certification documentation to others, reproduce the documentation in its entirety.
- 2.1.10. When referring to your certification in the media such as documents, brochures, or advertising material, comply with the requirements set out by ICEA.
- 2.1.11. Comply with any requirements that may be demanded by the certification scheme concerning the use of conformity marks and product information.
- 2.1.12. Issue declarations regarding the certification, only in reference to the purposes, the field of application, the products and the production sites for which the certification was issued.
- 2.1.13. Comply with the provisions of the legislation on product labeling and the specifications for the use of the certification logo reported in the Standard, in the labeling guidelines and in the Certification Regulations relating to the individual scheme.
- 2.1.14. Agree that ICEA may exchange information and documents with other Certification Bodies concerning control and certification issues and any sanctions against ICEA.
- 2.1.15. Agree that ICEA applies the appropriate measures stemming from the reports, inspections, applications and actions taken by the owner of the standards and certification bodies.
- 2.1.16. Notify ICEA about all the information necessary for the Conformity Assessment of ingredients and products, and maintain, for the entire period of validity of the certification (or accreditation of approval for non-organic raw materials), the conditions that allowed the release.
- 2.1.17. Promptly notify ICEA of any modification to the Customer.
- 2.1.18. Comply with the financial and administrative obligations related to the activity covered by the contract for certification. Liquidate to ICEA the rates estimated for the audit and certification activity regardless of the result thereof; any inspection, not included in the surveillance plan, that becomes necessary as a result of the detection of non-conformities, will be charged to the applicant Customer according to the rate card in effect at the time of the above-said inspection.
- 2.1.19. The fixed annual fee for maintaining the certification is also due in any period of suspension of the certification.
- 2.1.20. Do not further use the provided certification mark, the declarations of conformity and/or other references to ICEA control and certification after the expiry of the certificate, reduction of the scope, or following the revocation of the authorization to use the certificate and the mark in the cases provided for by the Regulation for Certification.
- 2.1.21. Maintain, for a period of six years, equal to two certification cycles, records of all complaints received and documentation of corrective measures taken. The requesting Customer must also take into account complaints forwarded to any other parties involved in the certification process and for which it assumes responsibility for the conformity of the product.
- 2.1.22. Acknowledge as a valid tool for information and communication on amendments and/or modifications to the Regulation for Certification the website www.icea.bio
- 2.1.23. Verify and keep up to date about the amendments to the requirements of the Regulation for Certification, which are acquainted and accepted by signing the Inspection Report at the bottom.
- 2.1.24. If no written communications have been received by 28 February of each year on the rates applicable to the activities covered by this certification contract, request ICEA confirmation that the rates for the previous year have not undergone changes.
- 2.1.25. Provide the ICEA inspection staff with detailed information about the specific risks present in the places subject to inspection, and about the prevention and emergency measures concerning their activities, in compliance with the requirements of the current laws.
- 2.1.26. Notify ICEA if you do not want information provided monthly to COSMOS to be made public.
- 2.1.27. Notify ICEA immediately and no later than 5 days:
- 2.1.27.1. all irregularities detected, both internally and externally, as well as any suspension or revocation of authorizations, concessions, etc., concerning aspects related to the subject of the certification.
 - 2.1.27.2. provide for the withdrawal of the product as soon as any irregularities are acquaintance that may affect its conformity, and have it downgraded if necessary, communicating such circumstances promptly to ICEA.

- 2.1.27.3. any ongoing legal proceedings relating to the subject matter of the certification, subject to the limits imposed by law.
- 2.1.27.4. keep ICEA apprised of the development of the aforementioned procedures.
- 2.1.28. Store the sample delivered by ICEA staff following collection, guaranteeing adequate storage conditions for at least 15 days starting from the delivery date, unless otherwise indicated by ICEA.
- 2.1.29. Identify and monitor the specified requirements, including mandatory legal and regulated ones;
- 2.1.30. Comply with all ICEA corrective action requests within the agreed time period.
- 2.1.31. Communicate the general annual qualitative-quantitative production program for each production unit at the beginning of the year
- 2.1.32. Accept that ICEA makes use of external resources for the evaluation, as per the Regulations for certification
- 2.1.33 Accept supplementary audits and provide samples to the Certification Body if required
- 2.1.34 For raw material approval (Scope 2), clients enable ICEA and COSMOS to refer to the approved raw material on their respective websites. To this end, the client allows ICEA to transfer to COSMOS for publication purposes, its contact details along with the trade name, the Chemical Name or INCI name (as the case may be), and the purpose and status of the approved raw material,
- 2.1.35 For raw material approval (Scope 2), clients enable to exchange information related to approvals with other authorized Certification Bodies, particularly to verify the status or the conformity of the raw materials with the COSMOS-standard. Should these exchanges concern confidential information, the Certification Body and the Client shall jointly and previously identify the information that can be transmitted in this framework.

Art. 3 ICEA contractual obligations

- 3.1. Carry out the control and certification activities with the expertise and diligence required to perform the duty for which ICEA is responsible, and, in any case, in compliance with the rules required for certification bodies, in conformity with ICEA Regulation for Certification.
- 3.2. ICEA assumes no responsibility where it is not possible to issue the certification mark, the declarations of conformity, statements, and/or other references to inspection and certification through the sole fault of the CLIENT, and that is in cases where the latter does not comply with the established requirements, and which constitute necessary action to conduct of the inspection activity. Without prejudice to the contractual provision of ICEA Regulation for Certification.
- 3.3. In accordance with the requirements of ISO/IEC 17065:2012. and the applicable laws, maintain the confidentiality of personal data and business information stemming from the performance of inspection activities, except for those for which the Certification for Regulation and any legal or judicial provisions provide for their publication, transmission and communication.
- 3.4. Inform the CLIENT about all the modifications and/or amendments to Regulation for Certification and to the COSMOS-Aisbl Standard, through the continuous updating of the website www.icea.bio

Art. 4 Rates and methods of payment

- 4.1. The fee for the activities requested from ICEA, and covered by this contract, results from the Quotation drawn up following the ICEA Rate card for the activities subject to control and certification. The Rate card is signed with this contract and is an integral part thereof.
- 4.2. At all events, the customer is obliged to stay up to date on the rate card in effect, even at the time of carrying out any single inspection, as well as on the modification to the provisions provided for by the ICEA Regulation for Certification.
- 4.3. The fees due will be paid following the policies established by the ICEA Rate card (or quotation) in effect.

Art. 5 Validity and duration - tacit renewal

- 5.1. This contract is valid from the date of receipt by ICEA of the copy signed by the Client.
- 5.2. This contract is valid until 31.12 of the year following that of subscription at the bottom and will be tacitly renewed for the following years, in the absence of written notice of withdrawal by one of the parties; written notice must be sent at least thirty (30) days before the expiry date of the contract.

Art. 6 Right of withdrawal and termination of the contract

- 6.1. The customer may waive the certification if he does not accept any amendments made by ICEA to the certification requirements and, in any other case, upon submission of a written request, that must be presented with a notice of at least 30 calendar days.
- 6.2. By resolution of the Certification Committee, ICEA communicates to the customer the exclusion from the certification system by sending form M6.10.05 by email and/or PEC (certified electronic mail).

Art. 7 Express termination clause

- 7.1. ICEA may terminate this contract without notice, resulting in the termination of all "inter partes" agreements, following the breach by the customer of the obligations imposed on him by this contract, the internal technical Regulation for certification and the rate card, which form an integral part thereof. For the sole purpose of non-payment of the fee, the termination is equal to the withdrawal, and therefore, the customer will be required to pay a sum according to the ICEA Rate card as provided for in point 6.1.

Art. 8 Place of court

- 8.1. In the event of a dispute arising out of the operation and/or interpretation and/or application of this Agreement, the exclusive competent Court shall be Bologna, Italy.

☐ Payment with **bank transfer**

Bank references

Account n° _____

Bank: _____ Branch: _____

IBAN _____

☐ Payment with **bank receipt**

Bank references needed for Bank Receipt emission.

Account n° _____ ABI _____ CAB _____ CIN _____

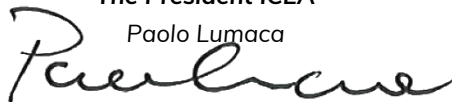
Bank: _____ Branch: _____

The contracting parties

Place and date, _____

The President ICEA

Paolo Lumaca



For the Client

Information on the use of personal data

Istituto per la Certificazione Etica ed Ambientale (ICEA) - Bologna informs the CLIENT that its personal data will be processed as follows:

DATA CONTROLLER: the Data Controller is ICEA, in the person of the President of the Board of Directors with registered office in Bologna, Via Giovanni Brugnoli no. 15, e-mail info@icea.bio.

NATURE OF THE PERSONAL DATA PROCESSED: The personal data processed consists of identification data (such as, by way of example: name, residence and/or domicile, telephone number, e-mail address, etcetera) and, more generally, contact data of the legal representative and/or, in any event, of the Client's contact person.

PURPOSE AND LEGAL BASIS OF THE PROCESSING: the processing of personal data, supplied by you directly or in any case acquired, is aimed solely at the fulfilment of the contractual obligations undertaken in compliance with the principles of necessity and pertinence; the **legal basis** is the performance of the contract to which the Client is a party; the provision of the services requested by the same, as well as the administrative and accounting fulfilments related to the contract described above (Art. 6, para. 1, letter b). The provision of data is necessary to perform contractual obligations properly: **refusal to provide such data may prevent the Controller from performing the services requested.**

Only with explicit consent may your data be processed for sending communications of a commercial nature concerning ICEA's services, events, conventions, fairs attended by or organised by the same ICEA, customer satisfaction surveys on the quality of the services rendered to improve the quality of the same; etcetera. The sending of informative and/or promotional material may occur not only by traditional means (such as paper mail and telephone calls with the Client) but also by telematic and assimilated means (such as e-mail). The **legal basis of the** processing for marketing purposes is the express consent of the Client (Art. 6, par. 1, letter a). Since the provision of data for this purpose is always optional, the interested party may revoke the consent previously given at any time.

METHODS OF PROCESSING: Concerning the purposes mentioned earlier, the data acquired will be processed with the use of procedures, including computerised procedures, and managed both directly and by third parties in the manner and to the extent necessary to pursue the purposes above and with procedures and organisational measures suitable to guarantee their security and confidentiality in compliance with the principles set out in EU Regulation 2016/679.

COMMUNICATION TO THIRD PARTIES AND DATA DISSEMINATION. Without prejudice to legal obligations, personal data may be shared with the following:

- a) Natural persons, employees and/or collaborators of the Controller who, as part of their duties, have been appointed and authorised to process such information;
- b) Third-party companies or other entities with which ICEA has signed service contracts, which perform outsourcing activities on behalf of the Controller in their capacity as Data Processor (by way of example, business consultants for administrative and accounting purposes, data processing centres, companies that provide IT security and software management services, legal consultants for the management of any disputes, etc.);
- c) Financial Offices, Institutions of the EU Ministries, State Offices, Regional Offices, and similar bodies complementary and/or synergic to the activity carried out by ICEA, and in general, all subjects to which the faculty of access to such information is recognised by normative and/or judicial provisions (such as Supervisory Bodies, Judicial Authorities, Public Authorities). These subjects will process the data in their capacity as autonomous Data Controllers.

Under no circumstances will your data be disseminated.

DATA TRANSFER: Your personal data may also be transferred, limited to the purposes mentioned above, to the following countries: Italy, Europe, United States

Concerning the possible transfer of data to Third Countries, the data controller ensures that the processing will be carried out, in any case, under the methods permitted by current legislation, as set out in EU Regulation 2016/679, in compliance with the adequacy decisions and model clauses approved by the European Commission.

STORAGE TIME: the data will be processed for the time necessary for the execution of the contract and, subsequently, for the fulfilment of legal obligations and/or administrative and accounting purposes; in any case, they will be stored for a period not exceeding ten years from the termination of the relationship and, in any case, in compliance with the statute of limitations provided for by law. For data processed for marketing purposes, the processing will be performed until consent is revoked.

RIGHTS OF THE DATA SUBJECT: At any time, you may exercise your rights in respect of the Data Controller. Such rights are listed below, as provided for in **Articles 15, 16, 17, 18, 19, 20, 21, 22, ex EU Reg. 2016/679**:

1. The data subject has the right to obtain confirmation of the existence or non-existence of personal data concerning it, even if not yet recorded, their communication in an intelligible form and has the possibility to lodge a complaint with the Supervisory Authority.
2. The data subject has the right to be informed about:
 - the origin of personal data;
 - the purposes and methods of the processing;
 - the logic applied in the event of processing carried out with the aid of electronic instruments;
 - the identification details of the holder, the persons responsible and the representative designated according to Article 5(2);
 - of the entities or categories of entity to whom or which the personal data may be communicated or who or which may become aware of them in their capacity as designated representative(s) in the territory of the State, data processor(s) or person(s) in charge of processing;
3. The data subject has the right to obtain the following:
 - Updating, rectification or, when interested, integration of the data;
 - the cancellation, transformation into anonymous form or blocking of data processed in breach of the law, including data whose storage is not necessary for relation to the purposes for which the data were collected or subsequently processed;
 - certification that the above operations have been brought to the attention, also as regards their content, of those to whom the data have been communicated or disseminated, except where this proves impossible or involves a manifestly disproportionate effort compared to the right protected;
 - data portability.
4. The data subject has the right to object, in whole or in part:
 - a) For legitimate reasons for the processing of personal data concerning them, even if pertinent to the purpose of the collection;
 - b) The processing of personal data concerning them to send advertising or direct sales material or for carrying out market research or commercial communication.

To exercise your rights, contact ICEA (e-mail: privacy@icea.bio) at Via Giovanni Brugnoli, 15 - 40122 Bologna (BO).

You may also, at any time, revoke your consent to processing your data for marketing purposes by contacting or sending an e-mail to privacy@icea.bio.

Suppose you believe that processing your personal data violates data protection legislation. In that case, you have the right to lodge a complaint with the Italian Data Protection Authority, based in Rome, 00186, Piazza di Montecitorio no. 121 (www.garanteprivacy.it).

Manifestation of consent

Having read the above Privacy Policy,

regarding the processing of my personal data for marketing purposes:

☐ I give my consent ☐ I deny my consent

Date _____

Signature _____ (only if hard copy)

However, you can always view the updated and complete version of the Privacy Policy by visiting our website:

<https://icea.bio/privacy-policy/>